



STANDARD FORM MARINE SALVAGE CONTRACT

IT IS HEREBY AGREED 27 (Day) of December (Month), 2023 (Year),

At 11:00^{pm} hours (time) at Loggerhead marina (Location) by and

between Juan Ignacio Paz ARBoleda (Owner or Captain) for the

Vessel named AZURRA ("Vessel") which is described as

1999 AZIMUT 58 feet (Year-Manufacturer-Length)

and insured by: CONCEPT (Underwriter) and

Fast Response Marine Towing and Salvage LLC, to salvage the Vessel under the following terms and conditions:

1. Salvor agrees to render assistance to and endeavor to save said Vessel and its property and deliver her afloat or ashore at Loggerhead
(Home Dock) marina or port as mutually agreed, or to the nearest safe port if unspecified herein, as soon as practicable.
2. Salvor shall have the requisite possession and control of the subject Vessel and be entitled without expense to the reasonable use of the Vessel and its gear in the performance of recovery or towing operations.
3. Said salvage by the Salvor shall terminate upon delivery of the said Vessel as designated herein. Owner and underwriter shall be responsible for and storage, towing or other port or marina charges following delivery and for risk of loss thereafter.



4. Compensation to Salvor for the services performed hereunder shall be in accordance with the 1989 International Convention on Salvage (SALCON 1989). No agreement on price or its reasonableness has been made at the scene unless agreed to in writing.

5. Services hereunder are rendered on a "No Cure, No Pay" basis; however, Salvor shall be entitled to a reasonable payment for prevention or minimization of environmental damage in accordance with Articles 13 & 14 of the 1989 International Convention on Salvage, as well as for cleanup or wreck removal in the event the Vessel is deemed a constructive total loss. Payment is due promptly upon presentation of Salvor's bill. Interest at the rate one and one-half (1.5%) percent per month (or the maximum legal rate allowed) shall accrue on any unpaid balance from 30 days after completion of salvage and presentation of a salvage bill.

6. In the event of any dispute concerning the reasonableness of any fees or charges due hereunder, owner agrees, at the option of Fast Response Marine Towing & Salvage LLC. to submit the dispute to binding arbitration. Fast Response Marine Towing & Salvage LLC. shall give written notice of its election to arbitrate.

7. It is understood that services performed hereunder are governed by the Admiralty and Maritime Jurisdiction of the Federal Courts and create a maritime lien against the Vessel or its posted security. Salvor's lien shall



be preserved until payment. Salvor agrees in lieu of arrest or attachment to accept from the Vessel's Underwriter, a Letter of Undertaking for an amount equal to one and one half (1.5) times the presented billing with a copy of the insurance policy and coverage information. If the Vessel is uninsured or is Underwriter cannot provide a Letter of Undertaking. Owner agrees to post a Surety Bond with Salvor's designated Escrow Agent in an amount equal to 1.5 times the Salvor's bill. If no Letter of Undertaking is provided by the insurance company approved by the Salvor, or Owner does not post a Surety Bond, Salvor may at its option litigate rather than arbitrate and may have the Vessel arrested and taken into custody of the United States Marshal pending receipt of payment in full. In any event, the Vessel shall not, without the consent of the Salvor, be removed from the port of delivery, until Salvor deems its payment secure. Salvor may satisfy collection of fees or charges hereunder by recourse to any security posted and shall also be entitled to any costs incurred in collection of payments due hereunder including reasonable attorney's fees, whether or not suit is brought and for representation in both Trial and Appellate Courts.

8. Salvor hereby warrants that it is acting on its own behalf and on behalf of any subcontractors retained by Salvor to perform services in the recovery or delivery of the Vessel. Salvor shall be responsible for any such subcontractor's compensation.



9. In the event the Salvor has already rendered salvage services to the described Vessel prior to execution of this contract, the provisions of this contract shall apply to such salvage services.

10. Salvor may maintain possession of the Vessel until it has been fully paid and shall be entitled to reasonable compensation for storage.

Owner/Operator Signature X Juan Paz A

Print Name X Juan Paz A

Address: 1401 SW 22ND ST Apt. 1202

City: Miami State: FL Zip: 33145

Home Phone: _____ Cellular Phone 786-620-8068

Email: _____

Salvor Signature [Signature]

Print Name Rafaello Giustini